

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER 33300 13388316		PAGE 1 OF 33	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER N00167-02-Q-0112	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME HUGH HARRISON		b. TELEPHONE NUMBER (No Collect Calls) 301-227-1123 301-227-1847 (FAX)		6. SOLICITATION ISSUE DATE 26 FEB 2002 8. OFFER DUE DATE/LOCAL TIME 19 MAR 2002 PM 0500	
9. ISSUED BY  CONTRACTING OFFICER CARDEROCK DIVISION, NAVAL SURFACE WARFARE CTR HUGH HARRISON, BLDG 121, RM 200 9500 MACARTHUR BLVD BETHESDA MD 20817-5700 301-227-1123				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO --- SEE SCHEDULE ---				16. ADMINISTERED BY CODE N00167			
17a. CONTRACTOR/OFFEROR CODE FACILITY CODE TELEPHONE NO.				18a. PAYMENT WILL BE MADE BY CODE			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	REQN. NO. 33300 /13388316 ITEM NAME: SHUTTLE SERVICES IN ACCORDANCE WITH SECTION (C).  ( MAIL QUOTATIONS TO ADDRESS IN BLOCK #9) (NO FAXES ACCEPTED)  (Attach Additional Sheets as Necessary)			1	EA		
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, AND 52.212-5 ARE ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		35. AMOUNT VERIFIED CORRECT FOR	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
				42a. RECEIVED BY (Print)		40. PAID BY	
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-02-Q-0112	PAGE 2	OF 33 PAGES
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NAME OF OFFEROR OR CONTRACTOR

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<b>PART I - THE SCHEDULE</b>				
	<b>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</b>				
	<b><u>BASE REQUIREMENT</u></b>				
0001	The Contractor shall provide shuttle service in accordance with Section C for a consecutive six month period beginning on the effective date of contract award.				
0001AA	First month	1	LOT		
0001AB	Second month	1	LOT		
0001AC	Third month	1	LOT		
0001AD	Fourth month	1	LOT		
0001AE	Fifth month	1	LOT		
0001AF	Sixth month	1	LOT		
0002	Monthly Status Report, in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit A Section J.			NSP**	NSP**
	<b><u>OPTION I</u></b>				
03	The Contractor shall provide shuttle service in accordance with Section C for a one year period, from effective date of option exercise through twelve months thereafter.				
0003AA	First month	1	LOT		
0003AB	Second month	1	LOT		
	** NSP - Not Separately Priced				
PREVIOUS EDITION USABLE	36-109			STANDARD FORM 36 (REV.10-83 Prescribed by GSA FAR (48 CFR) 53.111	

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE 3	OF 33 PAGES
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NAME OF OFFEROR OR CONTRACTOR

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	PART I - THE SCHEDULE				
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0003	<u>Continued</u>				
0003AC	Third month	1	LOT		
0003AD	Fourth month	1	LOT		
0003AE	Fifth month	1	LOT		
0003AF	Sixth month	1	LOT		
0003AG	Seventh month	1	LOT		
0003AH	Eighth month	1	LOT		
0003AJ	Ninth month	1	LOT		
0003AK	Tenth month	1	LOT		
0003AL	Eleventh month	1	LOT		
0003AM	Twelfth month	1	LOT		
0004	Monthly Status Report, in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit A, Section J.			NSP**	NSP**
	** NSP - Not Separately Priced				

## **SECTION C- DESCRIPTIONS AND SPECIFICATIONS/WORK STATEMENT**

### **C.1 Background**

The Naval Surface Warfare Center, Carderock Division (NSWCCD) has an ongoing requirement for shuttle services for NSWCCD between the Carderock Division (West Bethesda), Union Station (Washington DC) and the Washington Navy Yard (WNY), (Washington, DC).

### **C.2 Purpose**

The shuttle service is to transport employees between NSWCCD, Union Station and the Washington Navy Yard on a regularly scheduled basis, Monday through Friday. The contractor shall furnish the vehicle, fuel, driver and operating supplies necessary to provide regularly scheduled shuttle services for the NSWCCD.

### **C. 3 Destinations/Schedule**

The contractor shall provide shuttle services for the following destinations:

Starting Destination: Naval Surface Warfare Center (**NSWCCD**), 9500 MacArthur Blvd, West Bethesda, MD 21803

First Stop: \* Union Station, Washington, DC

Second Stop: Washington Navy Yard - (**WNY**), Washington DC

- \* The purpose of the Union Station stop is to pick up and drop off Navy employees arriving from and returning to the NSWCCD Philadelphia site.

This service shall be throughout the hours specified as follows:

The designated time for pickup from the starting destination, (NSWCCD) shall be 7:15 a.m. with departure no later than 7:30 a.m., Monday through Friday. The designated time for arrival at final destination (NSWCCD), shall be no later than 5:00 p.m. The contractor shall provide as a minimum, at least two round trip runs supporting both a.m. and p.m. business meetings at both NSWCCD and the WNY. Shuttle service shall not be required on the following Government holidays:

- New Year's Day
- Martin Luther King's Birthday
- President's Day
- Memorial Day

- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving
- Christmas

(Note: if any of the above holidays fall on a Saturday, the government observes the preceding Friday as the legal holiday. When the holiday falls on a Sunday, the government observes the following Monday as the legal holiday).

In addition, any other day designated by Federal Statute, Executive Order or President's proclamation, will be considered as a legal holiday. Inclement weather closures will be determined by the Office of Personnel Management (OPM) and the Contractor is responsible for determining the government's operating status.

#### **C.4 Vehicle Requirements**

The contractor shall provide as a minimum, a 15 passenger vehicle, small bus/van, with the ability to transport employees performing official government business from: NSWCCD to Union Station and continuing on to the Washington Navy Yard.

**C.4.1.** The contractor shall ensure every shuttle driver has a valid state motor vehicle driver's/chauffeur's license, appropriate personal and vehicle credentials as well as an excellent driving record. Also, the contractor shall ensure all required training, certification and background screening has been completed.

**C.4.2.** Drivers shall be dressed in uniform or appropriate attire, and present a clean, neat appearance at all times when performing under this contract. Drivers shall wear an identification badge which indicates the Contractor's name and the first and last names of the driver.

**C.4.3.** If a driver is reported to be driving recklessly, or if driver performance is determined to be unsatisfactory, the driver shall be disciplined or replaced by the Contractor. The Government shall not exercise any direct supervision or control over the Contractor employees performing these services under the contract. Such personnel shall be made accountable to the Contractor, who, in turn, shall be accountable to the Government.

**C.4.4.** If the vehicle breaks down, a replacement vehicle shall arrive at the designated location within one (1) hour of the breakdown.

**C.4.5.** The Contractor shall provide a report within 24 hours in the event of a vehicular accident. The Contractor shall report immediately to the technical point

of contact (TPOC), **(To be determined at time of contract award)** should injuries occur due to an accident. In the event of an accident on other than government property, the driver shall contact the Contractor who in turn will contact the TPOC. In the event the accident occurs on government property, the driver shall contact the security department located on government property prior to leaving the premises. Security Office at Carderock – (301) 227-1500, Security Office at WNY – (202) 433-3333.

**C.4.6** Separate arrangements outside this contract will be made for employees with disabilities who need transportation services to the locations covered by this contract.

**C.4.7.** All shuttle buses/vans shall be no older than 5 years, upon the start of the contract.

**C.4.8.** All shuttle buses/vans must have a comfortable environment with seasonal climate control.

## **C.5 – Insurance**

The contractor, at the contractor's expense agrees to maintain, during the continuance of the contract vehicular liability and general public liability insurance. The contractor shall provide a certificate of insurance demonstrating that they have the required vehicle insurance in advance of the commencement of the contract.

The Government shall not be responsible for citations issued to the drivers, or for damages occurring as a result of accidents involving contractor-owned or leased vehicles.

## **C.6 Maintenance of Shuttle Log –**

The driver shall maintain a "Shuttle Log" which provides the current date, time and the total number of passengers per run. The name and NSWCD code of each passenger must be included. Each driver will be required to complete a driver sheet for his/her shift. The Contractor shall then use that information from the driver sheet to provide a Monthly Status Report to the technical point of contact, no later than the 5<sup>th</sup> working day of each month. The monthly status report must identify the cumulative total of passengers per NSWCCD code. Contract Data Requirements List, DD Form 1423, Exhibit A, applies.

### **C.7 Standards of Conduct**

The government requires a favorable image and considers it to be a major asset to be professional both in conduct and appearance. Each Contractor employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer – The Naval Surface Warfare Center, Carderock Division. The government reserves the right to direct the Contractor to remove an employee from the work site for failure to comply with the standards of conduct or appearance.

The government reserves the right to request removal of any of the Contractors' employees assigned to the shuttle service for reasonable cause (i.e. disorderly conduct). The Commander Naval Surface Warfare Center, Carderock will make such a request only to the Contractor and/or designated representative.

The contractor and/or designated representative will make all determinations regarding the removal of any employee(s) from the work site. In the event of a dispute, the employee shall be removed from the contract until there is a resolution of the facts and the Contracting Officer renders a final decision. When the reason for the removal is due solely to misconduct or a security violation on the part of the employee, replacement shall be at the Contractors' expense and not chargeable to the Government.

### **C.8 Period of Performance**

The period of performance for the base contract shall be 6 consecutive months, beginning with the effective date of contract award.

The contract includes one Option. The Option will cover a one -year period (twelve consecutive months) beginning with the effective date of option exercise, (if exercised by the Government). The option becomes effective only by the issuance of a duly signed and executed modification under the resulting contract.

### **C.9 Contract Deliverables**

Monthly Status Report (incorporating information from Driver's Shuttle log), shall be in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit A, attached hereto. Section J of this solicitation.

**52.217-4 Evaluation of Options Exercised at Time of Contract Award.****Evaluation Of Options Exercised At Time Of Contract Award (June 1988)**

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate the total price for the basic requirement together with any option(s) exercised at the time of award.

(End of provision)

**52.217-5 Evaluation of Options.****Evaluation Of Options (July 1990)**

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

**52.217-9 Option to Extend the Term of the Contract.***Option To Extend The Term Of The Contract (Mar 2000)*

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 DAYS [insert the period of time within which the Contracting Officer may exercise the option]; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least \_\_\_\_\_ days [60 days unless a different number of days is inserted] before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 18 MONTHS (months)(years).

(End of clause)

NAME OF OFFEROR OR CONTRACTOR

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (July 1996)  
52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS  
(DEC 2001)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights--(1) Within a reasonable time after the defect was discovered or should have been discovered; and (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence Beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the

NAME OF OFFEROR OR CONTRACTOR

cessation of such occurrence.

(g) Invoice. The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include--

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of

NAME OF OFFEROR OR CONTRACTOR

the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT  
STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (DEC 2001)

NAME OF OFFEROR OR CONTRACTOR

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755).
- (2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer shall check as appropriate.]

- ☐ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- ☐ (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).
- ☐ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).
- ☐ (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- ☐ (ii) Alternate I to 52.219-5.
- ☐ (iii) Alternate II to 52.219-5.
- ☒ (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d) (2) and (3)).
- ☐ (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4)).
- ☒ (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- ☐ (8) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ☐ (ii) Alternate I of 52.219-23.
- ☐ (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☒ (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ☒ (12) 52.222-26, Equal Opportunity (E.O. 11246).
- ☒ (13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- ☒ (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- ☒ (15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- ☒ (16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (E.O. 13126).
- ☐ (17) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).
- ☐ (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

NAME OF OFFEROR OR CONTRACTOR

- (18) 52.225-1, Buy American Act--Balance of Payments Program--Supplies (41 U.S.C. 10a-10d).
- (19) (i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
- (ii) Alternate I of 52.225-3.
- (iii) Alternate II of 52.225-3.
- (20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ✓ (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
- (23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
- ✓ (24) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).
- ✓ (25) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).
- (26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).
- ✓ (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
- (28) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).
- (ii) Alternate I of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer check as appropriate.]

- ✓ (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.)
- ✓ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ✓ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ✓ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351 et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence

NAME OF OFFEROR OR CONTRACTOR

for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);

(4) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (NOV 2001)

(a) The contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

☒ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207)

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

— 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

— 252.206-7000 Domestic Source Restriction (DEC 1991) (10 U.S.C. 2304).

— 252.219-7003 Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

— 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 Note).

NAME OF OFFEROR OR CONTRACTOR

- ✓ 252.225-7001 Buy American Act and Balance of Payments Program (MAR 1998) (41 U.S.C. 10a-10d, E.O. 10582).
  - 252.225-7007 Buy American Act--Trade Agreements--Balance of Payments Program (SEP 2001) (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).
  - 252.225-7012 Preference for Certain Domestic Commodities (AUG 2000) (10 U.S.C. 2241 note).
  - 252.225-7014 Preference for Domestic Specialty Metals (MAR 1998) (10 U.S.C. 2241 note).
  - 252.225-7015 Preference for Domestic Hand or Measuring Tools (DEC 1991) (10 U.S.C. 2241 note).
  - 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (DEC 2000) (\_\_\_\_ Alternate I) (DEC 2000) (Section 8064 of Pub. L. 106-259).
  - 252.225-7021 Trade Agreements (SEP 2001) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
  - 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (MAR 1998) (22 U.S.C. 2779).
  - 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (DEC 1991) (22 U.S.C. 2755).
  - 252.225-7029 Preference for United States or Canadian Air Circuit Breakers (AUG 1998) (10 U.S.C. 2534(a)(3)).
  - 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (MAR 1998) (\_\_\_\_ Alternate I) (SEP 1999) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
  - ✓ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
  - ✓ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
  - ✓ 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
  - ✓ 252.247-7023 Transportation of Supplies by Sea (MAR 2000) (\_\_\_\_ Alternate I) (MAR 2000) (\_\_\_\_ Alternate II) (MAR 2000) (10 U.S.C. 2631).
  - 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).
- (c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

- 252.225-7014 Preference for Domestic Specialty Metals, Alternate I (MAR 1998) (10 U.S.C. 2241 note).
- 252.247-7023 Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)
- 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)

(a) Definitions. As used in this clause-

- (1) "Central Contractor Registration (CCR) database" means the primary DoD repository for contractor information required for the conduct of business with DoD.
- (2) "Data Universal Number System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.
- (3) "Data Universal Numbering System +4 (DUNS+4) number"

NAME OF OFFEROR OR CONTRACTOR

means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) "Registered in the CCR database" means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (OCT 2000)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements

NAME OF OFFEROR OR CONTRACTOR

in the solicitation. This may include product literature, or other documents, if necessary;

- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3;

- (9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers. (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2) (i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise

NAME OF OFFEROR OR CONTRACTOR

successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section  
Suite 8100  
470 East L'Enfant Plaza, SW  
Washington, DC 20407

Telephone (202) 619-8925  
Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department

NAME OF OFFEROR OR CONTRACTOR

of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--

Department of Defense Single Stock Point (DoDSSP)  
Building 4, Section D  
700 Robbins Avenue  
Philadelphia, PA 19111-5094

Telephone (215) 697-2667/2179  
Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://assist.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice.dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--  
COMMERCIAL ITEMS (DEC 2001)--ALTERNATE I (OCT 2000) AND  
ALTERNATE III (OCT 2000)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service--disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which

NAME OF OFFEROR OR CONTRACTOR

is owned by one or more service-disabled veterans; and  
(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

☐ TIN:

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

NAME OF OFFEROR OR CONTRACTOR

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

- ☐ Sole proprietorship;  
☐ Partnership;  
☐ Corporate entity (not tax-exempt);  
☐ Corporate entity (tax-exempt);  
☐ Government entity (Federal, State, or local);  
☐ Foreign government;  
☐ International organization per 26 CFR 1.6049-4;  
☐ Other \_\_\_\_\_

(5) Common parent.

- ☐ Offeror is not owned or controlled by a common parent;  
☐ Name and TIN of common parent:  
Name \_\_\_\_\_  
TIN \_\_\_\_\_

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern. Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted

NAME OF OFFEROR OR CONTRACTOR

Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it [ ] is, [ ] is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts)

(Check one of the following):

Number of Employees

Average Annual Gross Revenues

\_\_\_ 50 or fewer  
\_\_\_ 51--100  
\_\_\_ 101--250  
\_\_\_ 251--500  
\_\_\_ 501--750  
\_\_\_ 751--1,000  
\_\_\_ Over 1,000

\_\_\_ \$1 million or less  
\_\_\_ \$1,000,001--\$2 million  
\_\_\_ \$2,000,001--\$3.5 million  
\_\_\_ \$3,500,001--\$5 million  
\_\_\_ \$5,000,001--\$10 million  
\_\_\_ \$10,000,001--\$17 million  
\_\_\_ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It [ ] is, [ ] is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It [ ] has, [ ] has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) [ ] Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.

NAME OF OFFEROR OR CONTRACTOR

1002(f) and that the representation in paragraph (c) (7) (i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

(10) (Complete if the offeror has represented itself as disadvantaged in paragraph (c) (2) or (c) (9) of this provision.) The offeror shall check the category in which its ownership falls:

☐ Black American.  
☐ Hispanic American.  
☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).  
☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory or the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).  
☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

☐ Individual/concern, other than one of the preceding.

(11) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c) (1) of this provision.] The offeror represents as part of its offer that-

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns Maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c) (11) (i) of this provision is accurate for the HUBZone small business concern or concerns that are participating on the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246--

(1) Previous contracts and compliance. The offeror represents that--

(i) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

NAME OF OFFEROR OR CONTRACTOR

(ii) It [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program--Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

Line Item No

Country of Origin

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

NAFTA Country or Israeli End Products:

Line Item No

Country of Origin

(List as necessary)

NAME OF OFFEROR OR CONTRACTOR

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No	Country of Origin
--------------	-------------------

_____	_____
_____	_____
_____	_____

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate I (Feb 2000). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

Canadian End Products:

Line Item No.

_____
_____
_____

(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate II (Feb 2000). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

Canadian or Israeli End Products:

Line Item No	Country of Origin
--------------	-------------------

_____	_____
_____	_____
_____	_____

(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made,

CONTINUATION SHEET

REF. NO. OF DOC. BEING CONTINUED  
N0016702Q0112

PAGE

OF

27

33

NAME OF OFFEROR OR CONTRACTOR

designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products:

Line Item No

Country of Origin

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers for U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals [ ] are, [ ] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) [ ] Have, [ ] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and [ ] are, [ ] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product

Listed Countries of Origin

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1)]

CONTINUATION SHEET

REF. NO. OF DOC. BEING CONTINUED  
N0016702Q0112

PAGE

OF

28

33

NAME OF OFFEROR OR CONTRACTOR

of this provision, then the offeror must certify to either  
(i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product  
listed in paragraph (i)(1) of this provision that was mined,  
produced, or manufactured in the corresponding country as  
listed for that product.

☐ (ii) The offeror may supply an end product listed in  
paragraph (i)(1) of this provision that was mined, produced, or  
manufactured in the corresponding country as listed for that  
product. The offeror certifies that it has made a good faith  
effort to determine whether forced or indentured child labor  
was used to mine, produce, or manufacture any such end product  
furnished under this contract. On the basis of those efforts,  
the offeror certifies that it is not aware of any such use of  
child labor.

(End of provision)

**SECTION J – Lists of Documents, Exhibits and Other Attachments**

Exhibit A -	DD Form 1423	Contracts Data Requirements List, And Addressee List	2 Pages
Attachment 1 -	DD Form 1664	Data Item Description	3 Pages

## **SECTION L- Instructions, Conditions, and Notices to Offerors**

### **Technical Proposal**

The Contractor shall submit a technical proposal that adequately addresses the requirements identified in Section C. The proposal shall be written so that management and technical personnel can make a thorough evaluation and arrive at a sound determination as to whether the proposal meets the requirements of the solicitation. The technical proposal must provide details concerning what the contractor will do and how it will be done. The technical proposal shall not contain any reference to cost.

The contractor shall address the following factors:

- Schedule
- Past Performance
- Vehicle Requirements

**Schedule** – As stated in Section C.3, the government requires a minimum of two round trip runs from NSWCCD, stopping at Union Station, proceeding to the WNY, and return, which supports an a.m./p.m. business meeting schedule for employees at both the NSWCCD and WNY sites. Therefore, the contractor shall propose a schedule which contains the time itinerary for each destination on the run.

For example: In accordance with Section C.3, the shuttle shall depart from NSWCCD no later than 7:30 a.m.. The contractor shall provide the time itinerary for arrival at Union Station, how long the shuttle will wait for passengers to board, time of departure from Union Station, and time of arrival at WNY. The contractor shall then provide the remaining schedule for the day, keeping in mind that the shuttle's final stop at NSWCCD must arrive no later than 5:00 p.m.

**Note:** Since this requirement will be awarded based on “best value” to the government, the contractor is encouraged to consider additional runs over the minimum of two runs stated in Section C.3.

Past Performance – Include in this factor brief descriptions of up to three recent comparable contracts (Commercial or Government), including points of contacts and phone numbers. These points of contact may be contacted by the government to determine the following:

- Customer satisfaction
- Contract compliance
- Schedule adherence

Vehicle Requirements – The Contractor shall identify the following:

1. The year, make and model of the vehicle being used for shuttle services.
2. The maximum occupancy of the vehicle being used for shuttle services, (minimum requirement stated in Section C.4 requires a 15 passenger vehicle).

Cost Proposal – The contractor shall provide pricing in Section B of this solicitation. All SubClin items (i.e. 0001AA etc) shall be filled in or the contractor may be considered non-responsive to this solicitation. The cost of each SubClin (monthly) shall take into consideration the Federal Holidays listed in Section C.3.

**Note:** The contractor is responsible for determining the government's operating status during bad weather conditions.

## **SECTION M – Evaluation Factors for Award –**

The proposals received will be evaluated on a best value basis.

The contract resulting from this solicitation will be awarded to that responsible offeror whose offer, conforming to the solicitation, is determined most advantageous to the Government, cost and other factors considered.

All evaluation factors other than cost or price, when combined, are significantly more important than cost or price:

Evaluation factors are listed in descending order of importance.

Factor 1 – Schedule – is the most important

Factor 2 – Past Performance – is less important than 1

Factor 3 – Vehicle Requirements – is less important than 2

### **FACTOR 1 – SCHEDULE -**

The contractor will be evaluated on how well the offeror's schedule meets the requirements identified in Section C.3 of the statement of work.

### **FACTOR 2 – PAST PERFORMANCE**

The offeror will be evaluated on their past performance in the area(s) of

- Customer satisfaction
- Contract compliance
- Schedule Adherence

### **FACTOR 3 – VEHICLE REQUIREMENTS**

The offeror will be evaluated on how well they meet the vehicle requirements in the following areas:

- the year of the vehicle
- the make of the vehicle
- the model of the vehicle
- the occupancy capacity of the vehicle (paragraph C.4 identifies a 15 passenger vehicle as the minimal occupancy).

**COST/PRICE** - Although cost or price is not scored, numerically weighted, or combined with other evaluation factors to establish a merit rating, it will be evaluated for fairness and reasonableness utilizing price analysis. If cost analysis is required, the government may request a breakdown of costs for each CLIN in Section B.

**ADDRESSEE LIST  
EXHIBIT A**

**DD FORM 1423 (CDRL)  
BLOCK 14  
ENTRY  
ADDRESS**

**ADDRESSEE'S COMPLETE**

NSWCCD 30 (1 Copy)  
NSWCCD 3322 (1 Copy)

NAVAL SURFACE WARFARE CENTER  
CARDEROCK DIVISION  
MARK FOR: APPROPRIATE CODE  
9500 MACARTHUR BLVD  
WEST BETHESDA, MD 20817-5700

# CONTRACT DATA REQUIREMENTS LIST

(1 Data Item)

Form Approved  
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington DC Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO. Clin 0002		B. EXHIBIT A		C. CATEGORY: TDP: <input checked="" type="checkbox"/> TM: OTHER:		
D. SYSTEM/ITEM Shuttle Service		E. CONTRACT/PR NO.		F. CONTRACTOR TBD		
1. DATA ITEM A001		2. TITLE OF DATA ITEM Status Report		3. SUBTITLE		
4. AUTHORITY (Date Acquisition Document No.) DI-MGMT-80368 (See Block 16)		5. CONTRACTING REFERENCE SOW Para. C.6		6. REQUIRING OFFICE NSWCCD 30		
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED N/A	10. FREQUENCY MTHLY	12. DATE OF FIRST SUBMISSION 30 DAC	14. DISTRIBUTION		
8. APP CODE N/A		11. AS OF DATE 0	13. DATE OF SUBSEQUENT SUBMISSION See Block 16	a. ADDRESSEE		
				b. COPIES		
				Final		
				Drafts Reg Repro		
16. REMARKS: Block 4: The status report must specifically satisfy the requirements identified in Paragraph 1.6 of the statement of work. Paragraphs 10.2.2.1d, 10.2.2.1e, 10.2.2.1h and 10.2.2.3 of DI-MGMT-80368 DO NOT APPLY.  Block 13: The contractor is required to submit the status report on a monthly basis. Subsequent submittals shall be submitted no later than 10 days after the end of the reporting period.				NSWCCD 30		
				NSWCCD 3322		
				15. TOTAL		
G. PREPARED BY Debbie Daniels, NSWCCD 3321		H. DATE 1/11/02		I. APPROVED BY <i>Debbie Daniels</i> Debbie Daniels, NSWCCD 3321		
				J. DATE 1/15/02		

17. PRICE GROUP

18. ESTIMATED  
TOTAL PRICE

DD FORM 1423-1, JUN 90

Previous editions are obsolete

Page 1 of 1

1/14/02

DATA ITEM DESCRIPTION			Form Approved OMB No. 0704-0188	
2. TITLE <b>STATUS REPORT</b>		1. IDENTIFICATION NUMBER <b>DI-MGMT- 80368</b>		
3. DESCRIPTION / PURPOSE 3.1 The Status Report documents the status of contractor effort towards achieving contract objectives. It identifies accomplishments to date and difficulties encountered, and compares the status achieved to planned goals and the resources expended. It is used by the Government to monitor and evaluate contractor performance.				
4. APPROVAL DATE (YYMMDD) <b>870608</b>	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR) <b>G/T213</b>	6a. DTIC APPLICABLE	6b. GIDEP APPLICABLE	
7. APPLICATION / INTERRELATIONSHIP 7.1 This data item description (DID) contains the format and content preparation instructions for the data product generated by the specific and discrete task requirement as delineated in the contract. 7.2 It is not intended that all the requirements herein should be applied to every program. Portions of this DID are subject to tailoring by deletion depending on the specific status reporting requirements of the project. (Continued on Page 2)				
8. APPROVAL LIMITATION		9a. APPLICABLE FORMS		9b. AMSC NUMBER <b>G4130</b>
10. PREPARATION INSTRUCTIONS 10.1 <u>Format</u> . The Status Report may be in contractor format. 10.1.1 <u>Identification</u> . The data indicated below shall be contained on a title page or on the first page of the report. a. Title/identification of the system/component/program/project. b. Type of report (e.g., monthly, interim, final). c. Period covered by the report. d. Contract number. e. Preparing activity or contractor's title. f. Security classification, when required. g. Distribution Statement 10.1.2 <u>Page size</u> . The report shall be on 8 1/2 by 11 inch (metric A4) paper. 10.2 <u>Content</u> . The report shall contain the following: 10.2.1 <u>Summary</u> . The summary shall include a brief statement of the overall project status, covering the accomplished technical activities and development, objectives of efforts, summary results of efforts, identification of major problems/deficiencies with impact, and recommended solutions. 10.2.2 <u>Body of report</u> . The Status Report shall contain the following items, where applicable: (Continued on Page 2)				
11. DISTRIBUTION STATEMENT  <u>DISTRIBUTION STATEMENT A</u> : Approved for public release; distribution is unlimited.				

Block 10, Preparation Instructions (Continued)

10.2.2.4 Contract deliveries status. The status of each deliverable end item, including data deliveries, as required by the contract. Provide item and contract identification, shipping/transmittal data, acceptance status, security classification, and scheduled due date information.

10.2.2.5 Report preparer. Name of person(s) preparing report and telephone number(s).

10.2.3 Appendices. Appendices, where applicable, for tables, references, charts, or other descriptive material. Each appendix shall be identified and referenced in the appropriate area of the report.

Block 7, Application/Interrelationship (Continued)

7.3 This DID is related to DI-FNCL-80331, Funds and Man-Hour Expenditure Report which can be used in conjunction with this report if Block 10 paragraph 10.2.2.3 below is deleted.

7.4 This data item description supersedes DI-A-5004A, DI-A-5008A, DI-A-5028, and DI-E-5039B.✓

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Block 10, Preparation Instructions (Continued)

10.2.2.1 Milestone/task status. The status of each milestone/task as defined by the statement of work or contract, as applicable:

a. A statement as to whether or not the program/project/task is on schedule; if not, the effort planned to meet the schedule shall be indicated. Include an overall status of each milestone, task, or unit of work. Include updated schedule sheets, milestone charts, or task synopsis sheets identifying phase of task and percentage of completion of each task, technical instruction, or order.

b. A comparison of achieved end-product performance capabilities projected against contract baseline values, requirements, or allocations.

c. Effort expended on each task to date, and a brief description of technical developments and accomplishments.

d. Key dates in any testing program and a description of tests performed and significant test results. If applicable, a description of the amount and type of down time on the equipment or system under test.

e. A list of all designs completed and a brief description of each item. For designs in process, provide estimated dates for design and drawing completion.

f. A narrative of outstanding problems existing as of the previous status report, and their resolution status.

g. New problem areas encountered or anticipated, their effect on the overall work effort/project, and steps being taken to remedy problem situations.

h. Significant results of conferences, trips, or directives from the Contracting officer's representatives.

i. Any other information which may cause significant changes in the program schedule.

10.2.2.2 Future plans. Summary of future plans, recommendations and proposals both for the next reporting period and for any long term plans.

10.2.2.3 Itemized man-hours and costs. Itemized man-hour and cost expenditure incurred for the reporting period by category and task, total contractual expenditures, and funds remaining as of the reporting date.